



SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP PROGRAM

County:

Project:

Grant #:

Amount \$:

IWMB use only

LOCAL ENFORCEMENT AGENCY GRANT AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS _____ DAY OF _____, _____, BY AND BETWEEN THE STATE OF CALIFORNIA, INTEGRATED WASTE MANAGEMENT BOARD, hereinafter referred to as "BOARD," and THE _____, a BOARD certified Local Enforcement Agency, hereinafter referred to as "LEA".

WHEREAS, California Public Resources Code, Division 30, sections 40400-40510 has embodied the duties, powers, purposes, and responsibilities of the **BOARD**; and

WHEREAS, California Public Resources Code, Division 30, section 48027 created the Solid Waste Disposal Site Cleanup Trust Fund in the State Treasury, and section 48020 authorized the **BOARD** to provide grants to local enforcement agencies for abatement of illegal disposal sites; and

WHEREAS, the **BOARD** has determined that **LEA** is responsible for site cleanup needed to protect public health and safety or the environment and requires a grant to assist in timely site cleanup; and

WHEREAS, pursuant to the above authority, the **BOARD** allocated a maximum amount of \$_____ from the Solid Waste Disposal Site Cleanup Trust Fund by Resolution Number _____ dated _____, _____ (____/____ Fiscal Year).

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION I

1. **LEA** shall perform all work necessary to complete the following described illegal disposal site cleanup:

A. Detailed Project Description: _____

B. Project Costs and Grant Amount:

(1) Site Cleanup Costs: \$_____

(2) Testing Costs: \$_____

(3) Engineering Services (maximum 12% of (1) + (2)): \$_____

(4) GRANT AMOUNT {(1) + (2) + (3)}: \$_____

2. **LEA** shall establish a special cleanup account for this project. All grant funds received from the **BOARD** shall be placed in this account. All site cleanup, testing, and engineering services costs determined to be eligible by the **BOARD** under this Agreement shall be paid from this account.

3. **LEA** shall carry out and complete the site cleanup project in accordance with a **BOARD** approved Work Plan. Any changes or modification to the Work Plan shall require prior written approval by the **BOARD** prior to performing the changed work, or said changed work will not be eligible for payment by the State.

Funds shall not be used for the removal, abatement, cleanup or otherwise handling in any manner of hazardous substances, as defined in 42 U.S.C. section 9601 (14), CERCLA.

4. **LEA** shall comply fully with applicable federal, state and local laws, ordinances, regulations and permit requirements for all work performed under this Agreement. **LEA**, by signing this Agreement, certifies compliance with: (a) applicable California Environmental Quality Act requirements prior to start of site cleanup; (b) nondiscrimination program requirements of Government Code Section 12990 and Title 2, CCR, Section 8103, unless exempted; and; (c) drug-free workplace requirements of Government Code Section 8355.

leaagree 5/30/96

5. Time is of the essence in this Agreement. **LEA** shall enter into all necessary contracts for the work by _____ and shall cause all work to be completed by _____ or such subsequent dates approved in writing by the **BOARD**.

6. **LEA** shall allow the **BOARD** and other State Agency representatives to inspect the site cleanup and related work being performed at any time during the performance of the work, and shall provide full access to project records.

7. **LEA** agrees that the **BOARD**, the State Controller's Office, and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of **LEA's** records pertaining to this Agreement to conduct reviews and/or audits. **LEA's** records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditors upon request. Such records shall be retained for at least three (3) years after expiration of this Agreement, or until completion of actions and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later. If an audit reveals that Grant funds have not been expended in accordance with this Agreement, the **LEA** may be required to forfeit the unexpended portion of Grant funds and/or repay the State for any improperly expended funds.

8. **LEA** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: (a) anything done or omitted by **LEA** under this Agreement; (b) any negligence or consequences of negligence in guarding or protecting project work; (c) the use of improper materials or methods in performing project work; and/or (d) any act or omission by the **LEA** or his agents during the progress of the work and at any time before its completion and final acceptance.

9. **LEA**, and agents and employees of **LEA**, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

10. **LEA** agrees to acknowledge **BOARD's** support whenever work funded in whole, or part, by this Agreement is publicized in any news media, brochures, or other type of promotional material.

SECTION II

1. Upon determination by the **BOARD** that **LEA** has fulfilled all of the conditions stated in Section I, the **BOARD** will disburse the State's share of the eligible project costs up to \$_____ in the manner described in this section.

2. **LEA** may submit payment requests not more than once per month on **BOARD** furnished payment request forms. Payment requests shall be accompanied by receipts, canceled checks and/or invoices for completed project work and the request shall be signed by the person authorized by **LEA's** Resolution.

3. **BOARD** staff will verify payment requests for accuracy and adjust as necessary. Payments will be computed at 100 percent of the amount approved by **BOARD** staff for payment, less 10 percent of State's share to be retained by the State until **LEA** has satisfied all conditions stipulated in this Agreement. After **BOARD** staff approval, payment requests will be forwarded to the State Controller's Office for issuance of payment warrants.

4. The State will make payments to **LEA** as promptly as fiscal procedures permit. Payment is due to **LEA** 60 calendar days from the date payment request is received at the **BOARD**.

SECTION III

1. **Availability of Funds.** The State's obligations under this Agreement are contingent upon and subject to the availability of funds in the State Treasury's Solid Waste Disposal Site Cleanup Trust Fund.

2. **Discretionary Termination of Agreement.** The State has the right to terminate this Agreement at its sole discretion at any time upon 30 days' written notice to **LEA**. In case of early termination, final payment will be made to **LEA** upon receipt of a final payment request covering costs incurred to termination, and a written report describing all Grant work performed.

3. **Severability.** If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

4. **Controlling Law.** All questions concerning validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder will come within the jurisdiction of and be governed by the laws of the State of California.

5. **Entire Agreement.** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and contains the entire agreement of the parties.

6. **Communications.** All formal notices required by this Agreement will be given in writing and sent by prepaid mail, by personal delivery, or by FAX followed by an original. All official communications from **LEA** to the **BOARD** shall be directed to:

Marge Rouch, AB 2136 Program Manager
 Closure and Remediation Branch
 California Integrated Waste Management Board
 8800 Cal Center Drive
 Sacramento, CA 95826
 Phone: (916) 255-2347
 FAX: (916) 255-4073

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.			
STATE OF CALIFORNIA		GRANTEE	
AGENCY Integrated Waste Management Board		GRANTEE'S NAME (Governing Body, City Council, Board of Supervisors)	
BY (Authorized Signature)		BY(Authorized Signature)	
TYPED NAME OF PERSON SIGNING Ralph E. Chandler		TYPED NAME OF PERSON SIGNING	
TITLE Executive Director		TITLE(Authorized by Resolution)	
DATE OF SIGNATURE		DATE OF SIGNATURE	
AMOUNT ENCUMBERED BY THIS AGREEMENT \$	FUND TITLE Solid Waste Disposal Site Cleanup Trust Fund	ITEM 3910-516-386	Department of General Services Use Only
PRIOR AMOUNT FOR THIS SITE CLEANUP \$	CHAPTER 655	STATUTE 1993	
TOTAL AMOUNT ENCUMBERED TO DATE \$	FISCAL YEAR	OBJECT OF EXPENDITURE(Code /Title) 7400-15386-418	
SIGNATURE OF ACCOUNTING OFFICER			DATE

LEA Grant Number 2136 - 9 - -